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Attorneys for
 Teichert Pipelines, Inc. and A. Teichert & Sons, Inc.
 d/b/a Teichert Aggregates

UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

In re:
 PG&E CORPORATION
 and
 PACIFIC GAS AND ELECTRIC COMPANY,
 Debtors.

Case Nos.:

19-30088 (DM) – Lead Case
 19-30089 (DM)

Chapter 11 Case

**NOTICE OF CONTINUED
 PERFECTION OF MECHANICS
 LIEN PURSUANT TO 11 U.S.C. §
 546(b)(2)**

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affect both Debtors

TEICHERT PIPELINES, Inc. ("TEICHERT"), by and through its undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under 11 U.S.C. § 546(b)(2), as follows:

1. TEICHERT is a corporation that has provided and delivered labor, services, equipment, and/or materials for a work of improvement located in the County of Napa, State of California (the "Property") and owned by PG&E Corporation and/or Pacific Gas

1 and Electric Company (collectively, the "Debtors").

2 2. Through April 17, 2019, the amount owing to TEICHERT is at least
3 \$85,583.06, exclusive of accruing interest and other charges, with additional amounts owed
4 and accrued after April 17, 2019.

5 3. Teichert properly perfected its mechanics lien under California Civil Code §§
6 8400, *et seq.* by timely recording its Mechanics Lien (Claim of Lien) in the Official Records
7 of Napa County, State of California, as more fully described in its Mechanics Lien, a true
8 copy of which is attached hereto as Exhibit A, on or about April 19, 2019.

9 4. Pursuant to California Civil Code § 8460, an action to enforce a lien must be
10 commenced within 90 days after recordation of the claim of lien. However, due to the
11 automatic stay set forth in 11 U.S.C. § 362, TEICHERT is precluded from filing a state court
12 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that when applicable law
13 requires seizure of property or commencement of an action to perfect, maintain, or continue
14 the perfection of an interest in property, and the property has not been seized or an action has
15 not been commenced before the bankruptcy petition date, then the claimant shall instead give
16 notice within the time fixed by law for seizing the property or commencing an action. (See
17 11 U.S.C. § 546(b)(2); see also In re Baldwin Builders (Village Nurseries v. Gould), 232 B.R.
18 406, 410-411 (9th Cir. 1999); Village Nurseries v. Greenbaum, 101 Cal.App.4th 26, 41 (Cal.
19 Ct. App. 2002).)

20 5. Accordingly, TEICHERT hereby provides notice of its rights as a perfected
21 lienholder in the Property pursuant to California's mechanics lien law. TEICHERT is filing
22 and serving this notice to preserve, perfect, maintain, and continue the perfection of its lien
23 and its rights in the Property to comply with the requirements of California state law, 11
24 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice
25 constitutes the legal equivalent of having commenced an action to foreclose the lien in the
26 proper court. By this notice, the Debtors and other parties in interest are estopped from
27 claiming that the lawsuit to enforce TEICHERT's mechanics lien was not timely commenced
28 pursuant to applicable state law. TEICHERT intends to enforce its lien rights to the fullest

1 extent permitted by applicable law. The interests perfected, maintained, or continued by
2 11 U.S.C. § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of
3 the Property.

4 6. The filing of this notice shall not be construed as an admission that such filing
5 is required under the Bankruptcy Code, the California mechanics lien law, or any other
6 applicable law. In addition, TEICHERT does not make any admission of fact or law, and
7 TEICHERT asserts that its lien is senior to and effective against entities that may have
8 acquired rights or interests in the Property previously.

9 7. The filing of this notice shall not be deemed to be a waiver of TEICHERT's
10 right to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of
11 any other rights or defenses.

12 8. TEICHERT reserves all rights, including the right to amend or supplement
13 this notice.

14
15 DATED: April 26, 2019

DOWNEY BRAND LLP

16
17 By: /s/ Jamie P. Dreher
18 JAMIE P. DREHER
19 Attorney for
20 TEICHERT PIPELINES, INC. AND
21 A. TEICHERT & SONS, INC. D/B/A TEICHERT
22 AGGREGATES
23
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EXHIBIT A

RECORDING REQUESTED BY
REQUESTED BY SCOTT MCELHERN
WHEN RECORDED MAIL TO

NAME DOWNEY BRAND LLP
MAILING Scott McElhern
ADDRESS 621 Capitol Mall, 18th Floor
Sacramento, CA 95814

PHONE (916) 444-1000
NUMBER

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

CLAIM OF MECHANICS LIEN
(Cal. Civ. Code § 8416)

1. Teichert Pipelines, Inc. ("Claimant") claims a mechanics lien for the labor, services, equipment and/or materials described in paragraph 2, furnished for a Pacific Gas & Electric Company work of improvement located in the County of Napa, State of California, and more particularly described as follows:

Gas distribution main lines and service lines for the locations listed on the attached Exhibit A.

2. After deducting all just credits and offsets, the sum of \$85,583.06, plus interest accrued and accruing thereon at the maximum legal rate, is due Claimant for the following generally described labor, materials, services, and/or equipment: repairing or replacing existing gas distribution main and service facilities throughout PG&E's service territory, including prospecting, trenching, shoring, excavating, and off hauling of excess material; hauling import material, backfilling, compacting, compaction testing; hauling and handling of gas pipe, fittings, and appurtenances; placing, aligning, joining, and testing of all gas pipe, fittings, and appurtenances; performing tie-ins and cut-offs to existing PG&E gas facilities; installing and testing cathodic protection facilities.

3. Claimant furnished the work and materials at the request of and under contract with Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

4. The name and address of the owner or reputed owner of the improvements is Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

5. Claimant's address is: 3500 American River Drive, Sacramento, CA 95864.

DATED: 4/17/19

TEICHERT PIPELINES, INC.

By: 
Jennifer Jones-Dickens, Credit Analyst

VERIFICATION

I, Jennifer Jones-Dickens, am a Credit Analyst for Teichert Pipelines, Inc., and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 4/17/19

TEICHERT PIPELINES, INC.

By:



Jennifer Jones-Dickens, Credit Analyst

EXHIBIT A

Street Location	County
1 Regatta Way Napa, CA	Napa
10 El Camino Dr. Napa, CA	Napa
1005 Alabama St. Napa, CA	Napa
1008 Robinson Ln. Napa, CA	Napa
1009 Stonedge Dr. Napa, CA	Napa
1014 Birkdale Dr. Napa, CA	Napa
1016 Clark St. Napa, CA	Napa
1022 Clark St. Napa, CA	Napa
1030 Hagen Rd. Napa, CA	Napa
1035 Woodside Dr. Napa, CA	Napa
1050 Woodside Dr. Napa, CA	Napa
1054 Donaldson Way American Canyon, CA	Napa
1055 Terrace Ln. Napa, CA	Napa
1058 Cir. Napa, CA	Napa
1086 La Grande Ave. Napa, CA	Napa
1089 La Grande Ave. Napa, CA	Napa
109 Kimberly Dr. American Canyon, CA	Napa
1090 Cayetano Dr. Napa, CA	Napa
1095 Atlas Peak Rd. Napa, CA	Napa
11 Fairways Dr. Napa, CA	Napa
1108 Clark St. Napa, CA	Napa
111 Fairview Dr. Napa, CA	Napa
1131 Mount George Ave. Napa, CA	Napa
1141 Mount George Ave. Napa, CA	Napa
1145 Olive Hill Ln. Napa, CA	Napa
1164 Hagen Rd. Napa, CA	Napa
1224 Olive Hill Ln. Napa, CA	Napa
1226 Cayetano Dr. Napa, CA	Napa
124 Poe Ct. Napa, CA	Napa
13 Fairways Dr. Napa, CA	Napa
1348 Maxwell Ave. Napa, CA	Napa
140 Foothill Blvd. Napa, CA	Napa
140 Theresa Ave. American Canyon, CA	Napa
146 Ashlar Dr. Napa, CA	Napa
1474 Barbara Rd. Napa, CA	Napa
1481 Center St. Napa, CA	Napa
15 Maui Way Napa, CA	Napa
1511 Estee Ave. Napa, CA	Napa

1543 Estee Ave. Napa, CA	Napa
1768 Silverado Trl. Napa, CA	Napa
1776 Monticello Rd. Napa, CA	Napa
1789 Silverado Trl. Napa, CA	Napa
1793 Unit 1 Silverado Trl. Napa, CA	Napa
1793 Unit 2 Silverado Trl. Napa, CA	Napa
1793 Unit 4 Silverado Trl. Napa, CA	Napa
1793 Unit 5 Silverado Trl. Napa, CA	Napa
1797 Unit 2 Silverado Trl. Napa, CA	Napa
1803 Unit 2 Silverado Trl. Napa, CA	Napa
1815 Fuller Way Napa, CA	Napa
1821 Hardman Ave. Napa, CA	Napa
1830 McKinley Rd. Napa, CA	Napa
1837 Monticello Rd. Napa, CA	Napa
19 Rita Ct. American Canyon, CA	Napa
1930 Old Sonoma Rd. Napa, CA	Napa
1983 Lernhart St. Napa, CA	Napa
2 Burning Tree Ct. Napa, CA	Napa
202 Tapestry Ln. Ste 100. American Canyon, CA	Napa
2021 Seville Dr. Napa, CA	Napa
2025 Shurtleff Ave. Napa, CA	Napa
2031 Shurtleff Ave. Napa, CA	Napa
206 Carolyn Dr. American Canyon, CA	Napa
2086 Maria Dr. Napa, CA	Napa
2087 Janette Dr. Napa, CA	Napa
2105 North Ave. Napa, CA	Napa
2106 Imola Ave. Napa, CA	Napa
2108 Seville Dr. Napa, CA	Napa
2125 1st Ave. Napa, CA	Napa
213 Kaali Dr. Napa, CA	Napa
2131 Harding Ave. Napa, CA	Napa
2142 S Terrace Dr. Napa, CA	Napa
2150 Unbridled Ct. Napa, CA	Napa
221 Landana St. American Canyon, CA	Napa
221 Newbury Way American Canyon, CA	Napa
2317 1st Ave. Napa, CA	Napa
2342 Chad Ct. Napa, CA	Napa
24 Highland Dr. Napa, CA	Napa
2461 Claret St. Napa, CA	Napa
26 Andrew Rd. American Canyon, CA	Napa
2635 Main St. Napa, CA	Napa
2735 Beard Rd. Napa, CA	Napa
2840 Pine St. Napa, CA	Napa

2880 Hilltop Dr. Napa, CA	Napa
300 Saint Andrews Dr. Napa, CA	Napa
3034 Stadium Ave. Napa, CA	Napa
306 Donaldson Way American Canyon, CA	Napa
316 E Berna Ave. Napa, CA	Napa
32 Kimberly Ct. Napa, CA	Napa
3294 Vichy Ave. Napa, CA	Napa
347 Los Altos Pl. American Canyon, CA	Napa
3600 Bel Aire Plz. Napa, CA	Napa
363 Saint Andrews Dr. Napa, CA	Napa
4055 Tokay Dr. Napa, CA	Napa
484 Seymour St. Napa, CA	Napa
5 Silverstone Ct. Napa, CA	Napa
5223 Country Ln. Napa, CA	Napa
5250 Country Ln. Napa, CA	Napa
533 Hoover St. Napa, CA	Napa
536 Westgate Dr. Napa, CA	Napa
6 Laurel Ln. Napa, CA	Napa
656 Chaucer Ln. American Canyon, CA	Napa
66 Via Treviso. American Canyon, CA	Napa
70 Calaveras Ct. Napa, CA	Napa
702 Greenbach St. Napa, CA	Napa
738 Lincoln Ave. Napa, CA	Napa
78 Fairways Dr. Napa, CA	Napa
789 Huntington Way American Canyon, CA	Napa
790 Magellan Way Napa, CA	Napa
793 Huntington Way American Canyon, CA	Napa
797 Huntington Way American Canyon, CA	Napa
845 Needles Ct. Napa, CA	Napa
850 Lincoln Ave. Napa, CA	Napa
942 Hartle Ct. Napa, CA	Napa
986 Augusta Cir. Napa, CA	Napa
990 Augusta Cir. Napa, CA	Napa

NOTICE OF MECHANICS LIEN CLAIM

ATTENTION!

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.

The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.clb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I, Mary Dowd declare:

On April 19, 2019, at Sacramento, California, I served the enclosed:

CLAIM OF MECHANIC'S LIEN

by enclosing true and correct copies thereof in sealed envelopes, with postage thereon fully prepaid, using one of the following described mailing methods:

- ☐ Registered Mail, Return Receipt Requested;
- ☒ Certified Mail, Return Receipt Requested;
- ☐ Express Mail; or
- ☐ Overnight delivery by an express service carrier.

The envelope was addressed as follows:

Pacific Gas & Electric Company
77 Beale Street, 32nd Floor
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on April 19, 2019, at Sacramento, California.



Mary Dowd